

FOR REGISTER OF DEEDS USE

State of Nebraska, Gage County ss. Entered in Numerical Index and filed for record the 4th day of Oct., 1996... at 4:30 o'clock P.M., and recorded in Book 245 of DEEDS 357 thru 360 on page

*Ruth E. Deane*  
Register of Deeds



FEE: \$23.00 Charge City of Beatrice & Return to Nebr. Title Co., Beatrice, Ne 68310

3225  
71-0.T.

WARRANTY DEED

Peoples Natural Gas Company, a division of UtiliCorp United Inc., a Delaware corporation, (hereinafter referred to as "GRANTOR", whether one or more), for and in consideration of the sum of Thirty-Nine Thousand Two Hundred Dollars (\$39,200.00) (hereinafter referred to as the "PURCHASE PRICE") received from the City of Beatrice, Nebraska, (hereinafter referred to as "GRANTEE"), does hereby convey to GRANTEE the following tract of land in Gage County, Nebraska, together with accretions thereto, to-wit:

SEE ATTACHED EXHIBIT "A"

WHEREAS, the Flood Disaster Protection Act of 1974, as amended by the Disaster Relief and Emergency Assistance Act (the Stafford Act) in 1988, which identified the use of disaster relief funds under Section 404 for Hazard Mitigation projects, including the acquisition and relocation of flood damaged property; and

WHEREAS, the Hazard Mitigation and Relocation Assistance Act of 1993 (the Volkmer Bill) further expanded the use of funds under Section 404, to "BUY OUT" flood damaged property which was damaged during the Great Flood of 1993; and

WHEREAS, Section 404 of the Act provides a process for a general purpose political subdivision to make application for funding to be used to purchase flood damaged buildings, demolish and remove the buildings, and convert the land use into perpetual open space; and

WHEREAS, The Federal Emergency Management Agency provides the authority for a general purpose political subdivision to negotiate for the purchase of flood damaged real estate, and subsequent transfer to public ownership by the general purpose political subdivision or its agent, under certain conditions as specified in covenants and restrictions made part of the deed;



NOW THEREFORE, GRANTOR, for and in consideration of the PURCHASE PRICE, the receipt and sufficiency whereof is hereby acknowledged, does grant, bargain and sell, convey and confirm unto the said GRANTEE and its assigns the above-described real estate.

GRANTOR covenants with GRANTEE that GRANTOR:

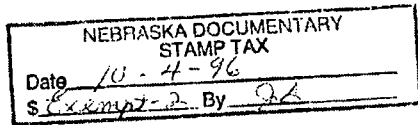
- (1) is lawfully seised of such real estate, and that it is free from any encumbrances except easements and protective covenants, listed below, now of record;
- (2) has legal power and lawful authority to convey the same; and,
- (3) warrants and will defend GRANTEE'S title to the real estate against the lawful claims of all persons.

The property herein acquired is for the use of GRANTEE and this conveyance is made upon the express conditions that:

- (1) The premises shall remain in public ownership;
- (2) The premises shall be used only for purposes consistent with sound land management and use, as that term is defined in Title 44, Code of Federal Regulations, Part 77, as it now appears or may hereafter be amended;
- (3) The premises shall be used only for open space purposes;
- (4) The premises may not be leased;
- (5) There shall not be erected on the premises any structures or other improvements, unless such structures (restrooms excepted) are open on all sides and are functionally related to open space use.
- (6) The premises shall not be eligible for any future disaster assistance, for any purpose, from any Federal agency.
- (7) Any breach or threatened breach of the above conditions may be enjoined upon application by the United States of America. In addition, the Director of the Federal Emergency Management Agency or his successor shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the GRANTEE, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said Director or his successor, to the GRANTEE, its successors or assigns.
- (8) No one shall excavate below ground surface of the PROPERTY.
- (9) No water wells, for the purpose of drinking water or otherwise, shall be installed, used, maintained, or renewed on the PROPERTY.

The above conditions and restrictions, along with the right to enforce same are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns.

Executed this 8th day of January, 1996.



x Timothy J. Burke

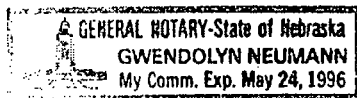
STATE OF NEBRASKA )

)ss.

COUNTY OF Lancaster )

The foregoing deed was acknowledged before me this 8th day of January, 1996, by the above named Timothy J. Burke, President & General Manager, Peoples Natural Gas, a division of Utilicorp United Inc., a Delaware Corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.



Gwendolyn Neumann  
Notary Public

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**EXHIBIT "A"**

LOTS SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12),  
BLOCK SEVENTY-ONE (71), ORIGINAL TOWN, NOW CITY OF BEATRICE, GAGE  
COUNTY, NEBRASKA.